

SECTION G

CONTRACT ADMINISTRATION DATA

ARTICLE G. . GOVERNMENT PROJECT OFFICER

Any contract resulting from this RFP will contain the following:

The following Government Project Officer (GPO) and Alternate Government Project Officer (AGPO) will represent the Government for the purpose of this contract:

Name

Title

[To be specified prior to award]

The GPO and AGPO are responsible for: (1) monitoring the Contractor's performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Statement of Work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with the authority to act as an agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in Statement of Work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Government may unilaterally change the its Project Officer designation.

ARTICLE G. . KEY PERSONNEL

Pursuant to the Key Personnel clause incorporated in this contract HHSAR 352.270-5, the following individual is considered to be essential to the work being performed hereunder:

NAME

TITLE

[To be specified prior to award]

The clause cited above contains a requirement for review and approval by the Contracting Officer of written requests for a change of Key Personnel reasonable in advance of diverting and of these individuals from this contract. Requests for Key Personnel changes shall include the amount of time committed for presently active contracts, cooperative agreements, and grants, as

well as commercial agreements, proposed time commitments under proposals under consideration for award; and the individual's effort proposed for this contract. Receipt of written requests shall be at least 30 days prior to a proposed change considerable reasonable.

ARTICLE G. . KEY PERSONNEL [Fixed Price Awards]

The personnel specified in this contract are considered to be essential to the work to be performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this article. The contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

The following individuals are considered to be essential to the work being performed hereunder:

NAME	TITLE
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[To be specified prior to award]

ARTICLE G. . WORK ASSIGNMENT PROCEDURES

In providing support under this contract, the Contractor shall initiate work only when so directed by a Work Assignment (Attachment provided in Section J.). Approval of a Work Assignment shall not constitute approval to exceed any item listed in the contract or general clauses of the contract. Work Assignment amounts shall not exceed the total amounts listed in the contract (time, dollars, effort, consultants, travel, etc.). The Project Officer with Contracting Officer approval, is authorized to initiate Work Assignments and to sign Work Assignments indicating satisfactory performance/delivery of the services/product required in each Work Assignment.

The Contractor shall assure, prior to commencing work on any Work Assignment, that written approval of the Project Officer and the Contracting Officer has been obtained. A Work Assignment which does not contain both Contracting Officer and Project Officer approval signatures shall be considered invalid and costs incurred for such work shall be considered unallowable. The Contractor shall not exceed the estimated labor hours, estimated Work Assignment amount, or change the Work Assignment leader without prior written approval of the Project Officer and the Contracting Officer by modification of the Work Assignment. The day-to-day operational and administrative details of the Work Assignment system will be established by the Project Officer with input from the Contractor. The Work Assignment system will operate within the following general guidelines:

- a. Work Assignment (W.A.) Information

- (1) All work to be assigned under this contract shall relate directly to one or more of the task areas listed in the statement of work.
- (2) Each W.A. shall be written for the conduct of a specific, finite task.
- (3) Each new W.A. shall be numbered serially beginning with 01.
- (4) Each W.A. shall be completed on the form entitled "NCI Contract Work Assignment" and listed as an Attachment in Section J of this contract.
- (5) Upon award of the contract, an Administrative Work Assignment, as shown in SECTION J, Attachments, shall be issued on a yearly basis. This Work Assignment will cover the time and expenditures necessary for the administration of the contract.

b. Initiation of a W.A.

- (1) The Project Officer will initiate Part I of the W.A.
- (2) The Contractor shall complete Part II and obtain the appropriate signature. The Contractor shall forward the proposed W.A. to the Project Officer.
- (3) Upon receipt of the proposed W.A. and after determining that the proposed W.A. is acceptable, the Project Officer will sign Part II to indicate recommendation for approval and forward to the Contracting Officer.
- (4) Upon receipt, the Contracting Officer will review the proposed W.A.
 - (a) If approved, the Contracting Officer will sign Part II to indicate approval and will forward the W.A. to the Contractor with a copy to the Project Officer.
 - (b) If not approved, the Contracting Officer will notify the Project Officer, stating the reasons for disapproval.
- (5) After receipt of the approved W.A., the Contractor shall begin work. The period of performance shall never precede the Contracting Officer Approval date.

c. Modification to a W.A.

- (1) Each amendment to an existing work assignment shall contain the original W.A. number and shall designate a modification number. Modification numbers for each W.A. shall be serially numbered beginning with 01 (for example, Work Assignment 01, Modification No. 01).
- (2) Each W.A. modification shall set forth in specific detail which portion(s) of the W.A. is to be modified. All Cost/Labor modifications shall be in the following format:

Authorized to Date	This Modification	Revised Estimate
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Labor Hours
Cost Elements
(List Each Element)

d. Conclusion of a W.A.

- (1) For each W.A. performed, the Contractor shall prepare PART III of the W.A. for submission to the Contracting Officer.
- (2) This PART III submission shall include all actual information (cost, effort, and deliverables) relative to the W.A.
- (3) PART III of the W.A. shall be submitted as soon as possible and not to exceed three months after the closing date of the W.A. For those Work Assignments which expire within three months prior to the contract expiration date, PART III of the Work Assignment shall be submitted on the final contract day.
- (4) After verification that all work is complete and deliverables have been received and accepted, the Project Officer will sign Part III of the W.A. to indicate recommendation for approval and forward the W.A. to the Contracting Officer.
- (5) After verification that the W.A. has been satisfactorily completed, the Contracting Officer will approve completion of the W.A. by signing Part III of the W.A. and forward to the Contractor.

ARTICLE G. METHOD OF ORDERING

The Consignees/Ordering Officials shall sign all orders (including written confirmation of oral/telephonic orders) involving requests for supplies and/or services under this contract. Each delivery shall be accompanied by a packing slip or other evidence of delivery/performance.

The authorized designees are:

The following contractor representative(s) is/are authorized to receive and accept orders placed by telephone:

Name(s):
Telephone:

ARTICLE G. . INDEFINITE DELIVERY CONTRACT PAYMENT METHOD

To initiate and receive prompt payment, the Contractor shall comply with the following procedure:

- a. A Record of Call Number or Task/Delivery Order Number shall be given to you at the time the order is placed. The Contractor is cautioned not to accept an order unless one of these Numbers is issued.
- b. Invoices shall be submitted monthly to the address indicated in ARTICLE G. . INVOICE INSTRUCTIONS of this contract. Invoices shall cite the Contract Number and the Record of Call Number or Task/Delivery Order Number for each order for which payment is being requested. See ARTICLE G. . INVOICE INSTRUCTIONS for more information about submission of a proper invoice.

ARTICLE G. . RECIPIENTS REIMBURSEMENT PROCEDURES

- a. During the course of this contract, the Contracting Officer or his duly designated representative will notify the Contractor to make certain shipments of _____ directly to specified U.S. Government Recipients; Contractor/Government Agencies/or other private organizations and the Contractor shall make such shipments as directed.
- b. The Contractor shall bill recipients directly for the _____ provided. The charges for these _____ shall be based upon the current National Cancer Institute price list for the items listed in an Attachment in Section J of this contract. Under no circumstances shall the Contractor bill prices other than those listed in the referenced price list. Prices listed are subject to change. Revised price lists will be issued by the Government when appropriate without the concurrence of the Contractor.
- c. The Contractor shall keep an accurate account of all payments received from recipients of separate from other fiscal aspects of the contract. The Contractor shall record as credits on monthly vouchers to the Government, all payments received from the Government Grantees, Contractors, Government Agencies, or other private organizations.

The income from recipients must be credited to the Government in the billing period actually received. Thus, the Contractor shall bill the Government directly for payment of contract costs and shall subtract as a credit all payments received from recipients. The actual collections from sales will be offset against the gross billing leaving a net amount due on the invoice.

The National Cancer Institute Project Officer may direct from time to time that shipments be made entirely at Government expense.

- d. The Contractor shall account for the contract related income separately in accordance with its own double entry accounting system. The Contractor shall submit to the Government a Monthly Summary Sheet of Sales which is listed as an Attachment in Section J of this

contract. The Contractor shall submit a copy of Attachment ____ each month with the Monthly Progress Report.

The administration of the contract related income shall be subject to the terms of this contract, including specifically and without limitation, the Audit--Negotiation Clause (FAR 52.215-2) of the General Clauses, and the applicable cost principles of the Federal Acquisition Regulation.

- e. The Contractor shall use the following procedures for collection of delinquent accounts:

Step 1 - Accounts 30 days past due. A copy of the invoice shall be sent to the recipient with a notation that the account is overdue and request payment.

Step 2 - Accounts 60 days past due. The Contractor shall turn the account over to a collection agency.

- f. When the completion (final) invoice is submitted on this contract, a listing of all outstanding recipient invoices shall be provided along with details as to what disposition is expected on each.

ARTICLE G. . INVOICE SUBMISSION/CONTRACT FINANCING REQUEST

Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts, NIH(RC)-1, and attached and made part of this contract (Section J) The instructions and the following directions for the submission of invoices/financing request must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9.

These instructions also provide for the submission of financial and personnel reporting required by HHSAR 342.7002.

Invoice/financing requests shall be submitted as follows:

- a. An original and two copies to the following designated office:

National Institute of Mental Health
Contracts Management Branch, ORM
6001 Executive Blvd., Rm. 6107, MSC 9603
Bethesda, MD 20892-9603

Inquiries regarding payment of invoices should be directed to the Contracting Officer by telephone on (301) 443-2696.

- b. At a minimum, the Contractor agrees to include the following information on each invoice:

1. Contractor's name and invoice date,
2. NIMH's Contract number, or other authorization for delivery of property and/or services
3. Description, cost or price, and quantity of property and/or services actually delivered or rendered,
4. Shipping and payment terms,
5. Other substantiating documentation or information as required by the contract,
6. Name where practicable, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

c. NIMH Supplemental Billing Instructions

1. The contractor agrees to provide a detailed breakdown per task on invoices of the following cost categories:
 - (a) Direct Labor - List individuals by name, title/position, hourly/annual rate, level of effort, and amount claimed.
 - (b) Fringe Benefits - Cite rate and amount
 - (c) Overhead - Cite rate and amount
 - (d) Materials & Supplies - Include detailed breakdown.
 - (e) Travel - Identify travelers, dates, destination, purpose of trip, and amount. Cite COA, if appropriate.
 - (f) Consultant Fees - Identify individuals and amounts.
 - (g) Subcontracts - Attach subcontractor invoice(s). (Should be in same format and detail as required of the Prime Contractor.) Include COA Letter Number if applicable.
 - (h) Equipment - Cite authorization and amount.
 - (i) G&A - Cite rate and amount.
 - (j) Total Cost
 - (k) Fixed Fee
 - (l) Total Cost Plus Fixed Fee

Monthly invoices must include the cumulative total expenses to date, adjusted (as applicable) to show any amounts suspended by the Government.

2. The contractor agrees to immediately notify the contracting officer in writing if there is an anticipated overrun (any amount) or unexpended balance (greater than 10 percent) of the amount allotted to the contract, and the reasons for the variance. Also refer to the requirements of the Limitation of Funds and Limitation of Cost Clauses in the contract.

ARTICLE G. . INVOICE SUBMISSION

- (a) Invoice Instruction for NIH Fixed-Price Type Contracts, NIH(RC)-2, are attached and made part of this contract. The invoice instructions and the following directions for the

submission of invoices must be followed to meet the requirements of a "proper" invoice, pursuant to FAR 32.9.

- (1) Invoices shall be submitted as follows:

An original and two copies to the following designated billing office:

Contracting Officer
National Institute of Mental Health
Contracts Management Branch, ORM
6001 Executive Blvd., Rm. 6107, MSC 9603
Bethesda, MD 20892-9603

- (2) Inquiries regarding payment of invoices should be directed to the designated billing office, (301) __-__.
- (b) The Contractor shall include the following certification on every invoice for reimbursable costs incurred with Fiscal Year funds subject to the salary rate limitation provisions as specified in ARTICLE H.__. of this contract. For billing purposes, certified invoices are required for the billing period during which the applicable Fiscal Year funds were initially charged through the final billing period utilizing the applicable Fiscal Year funds:

"I hereby certify that the salaries charged in this invoice are in compliance with P.L. [cite the applicable Public Law Number for the applicable Fiscal Year as stated in ARTICLE H.__.] and ARTICLE H.__. of the above referenced contract."

ARTICLE G. . INVOICE SUBMISSION/CONTRACT FINANCING REQUEST AND CONTRACT FINANCIAL REPORT

- a. Invoice/Financing Request Instructions and Contract Financial Reporting for NIH Cost-Reimbursement Type Contracts NIH(RC)-4 are attached and made part of this contract. The instructions and the following directions for the submission of invoices/financing request must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9.

These instructions also provide for the submission of financial and personnel reporting required by HHSAR 342.7002.

- (1) Invoices/financing requests shall be submitted as follows:

An original and two copies to the following designated billing office:

National Institute of Mental Health
Contracts Management Branch, ORM
6001 Executive Blvd., Rm. 6107, MSC 9603

Bethesda, MD 20892-9603

- (2) Inquiries regarding payment of invoices should be directed to the designated billing office, (301) __-__.

ARTICLE G. . PAYMENT MANAGEMENT SYSTEM INFORMATION

1. Advance payments will be provided pursuant to the Clause HHSAR 352.232-73, Method of Payment - Letter of Credit, which is incorporated by reference. The PIN (letter-of-credit) number under HHSAR 352.232-73(a) is: .
 - (1) Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts, NIH(RC)-1, are attached and made a part of this contract for the submission of completion and/or final invoices. The invoice instructions and the following directions for the submission of invoices/financing requests must be followed to meet the requirements of a "proper" invoice, pursuant to FAR 32.9. The completion and/or final invoice shall be submitted as follows:

An original and two copies to the following office:

Contracting Officer
National Institute of Mental Health
Contracts Management Branch, ORM
6001 Executive Blvd., Rm. 6107, MSC 9603
Bethesda, MD 20892-9603

- (2) The office administering advance payments designated in HHSAR 352.232-73 (g)(2) is:

Department of Health and Human Services/OS
Federal Assistance Financing Branch
P.O. Box 6021
Rockville, Maryland 20852

Inquiries regarding payments should be directed to the above office.

ARTICLE G. . MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT

The information required by FAR Clause 52.232-33 - Mandatory Information for Electronic Funds Transfer Payment (August 1996) shall be submitted to the following address:

Chief, Contracts Section, FAAB
Division of Financial Management

National Institutes of Health
Building 31, Rm B1B58
Bethesda, MD 20892

ARTICLE G. . LATE PAYMENT TO THE GOVERNMENT

Late payment of debts owed the Government by the Contractor, arising from whatever cause, under this contract/order shall bear interest at a rate or rates to be established in accordance with the Treasury Fiscal Requirements Manual. For purposes of this provision, late payments are defined as payments received by the Government more than thirty (30) days after the Contractor has been notified in writing by the Contracting Officer of:

1. The basis of the indebtedness,
2. The amount due,
3. The fact that interest will be applied if payment is not received within thirty (30) days from the date of mailing of the notice,
4. The approximate interest rate that will be charged.

ARTICLE G. . CONTRACT FINANCIAL REPORT

- a. Financial reports on the attached Form NIH 2706, Financial Report of Individual Project/Contract, shall be submitted by the Contractor in accordance with the Instructions for Completing Form NIH 2706, which accompany the form, in an original and two copies, not later than the 30th working day after the close of the reporting period. The line entries for subdivisions of work and elements of cost (expenditure categories) which shall be reported within the total contract are listed in paragraph e., below. Subsequent changes and/or additions in the line entries shall be made in writing.
- b. Unless otherwise stated in that part of the Instructions for Completing Form NIH 2706, entitled "PREPARATION INSTRUCTIONS," all columns A through J, shall be completed for each report submitted.
- c. The first financial report shall cover the period consisting of the full three calendar months following the date of the contract, in addition to any fractional part of the initial month. Thereafter, reports will be on a quarterly basis.
- d. The Contracting Officer may require the Contractor to submit detailed support for costs contained in one or more interim financial reports. This clause does not supersede the record retention requirements in FAR Part 4.7.
- e. The listing of expenditure categories to be reported is incorporated within the Financial Report of Individual Project/Contract, NIH 2706, Section J, attached hereto and made a part of this contract.

Expenditure Category	Percentage of Effort/Hours
(1) Direct Labor	
(a) Principal Investigator	
(b) Co-Principal Investigator	
(c) Key Personnel	
(i)	
(ii)	
(iii)	
(2) Other Professional Personnel	
(3) Personnel - Other	
(4) Fringe Benefits	
(5) Accountable Personal Property	
(6) Materials/Supplies	
(7) Patient Care Costs	
(8) Travel	
(9) Consultant Costs	
(10) Premium Pay	
(11) Computer Costs	
(12) Subcontract Costs	
(13) Other Direct Costs	
(14) Indirect Costs	
(15) G&A Expense	
(16) Total Cost	
(17) Fee	
(18) Total Cost Plus Fixed Fee	

- f. The Government may unilaterally revise the NIH 2706 to reflect the allotment of additional funds.

ARTICLE G. . INDIRECT COST RATES

- a. In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7 (d) (2), Allowable Cost and Payment incorporated by reference in this contract, the cognizant organization responsible for negotiating provisional and/or final indirect cost rates is identified as follows:

Director, Division of Cost Allocation
Department of Health and Human Services
330 Independence Avenue, SW
Washington, DC 20201
Ph. (202) 401-2808

- b. The allowable indirect costs under this contract shall be established in accordance with the procedure set forth in Clause No. 52.216-7 of the General Provisions titled: "Allowable Cost and Payment."

ARTICLE G. . GOVERNMENT PROPERTY

- a. In addition to the requirements of the clause, GOVERNMENT PROPERTY, incorporated in Section I of this contract, the Contractor shall comply with the provisions of DHHS Publication, Contractor's Guide for Control of Government Property, (1990), which is incorporated into this contract by reference. Among other issues, this publication provides a summary of the Contractor's responsibilities regarding purchasing authorizations and inventory and reporting requirements under the contract. A copy of this publication is available upon request to the Contract Property Administrator.

Contracts Property Administrator
Research Contracts Property Administration, NIH
6011 Executive Blvd., Room 641E
Rockville MD 20852-7670
Ph. (301) 496-6466

ARTICLE G. . POST AWARD EVALUATION OF PAST PERFORMANCE

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

ARTICLE H. . INCLUSION OF MINORITY GROUP AND GENDER REPRESENTATION (NIH 185)

It is the policy of NIH that women and members of minority groups and their subpopulations must be included in all NIH-supported biomedical and behavioral research projects involving human subjects, unless a clear and compelling rationale and justification establishes to the satisfaction of the relevant Institute/Center Director that inclusion is inappropriate with respect to the health of the subjects or the purpose of the research. Exclusion under other circumstances may be made by the Director, NIH, upon the recommendation of an Institute/Center Director

based on a compelling rationale and justification. Cost is not an acceptable reason for exclusion except when the study would duplicate data from other sources. Women of childbearing potential should not be routinely excluded from participation in clinical research. All NIH-supported biomedical and behavioral research involving human subjects is defined as clinical research. This policy applies to research subjects of all ages.

The inclusion of women and members of minority groups and their subpopulations must be addressed in developing a research design appropriate to the scientific objectives of the study. The research plan should describe the composition of the proposed study population in terms of gender and racial/ethnic group, and provide a rationale for selection of such subjects. Such a plan should contain a description of the proposed outreach programs for recruiting women and minorities as participants.

ARTICLE H. . HUMAN SUBJECTS

It is hereby understood and agreed that research involving human subjects shall not be conducted under this contract until the protocol developed has been approved by written notice provided by the Contracting Officer and the Contractor has provided to the Contracting Officer a properly completed Optional Form 310 certifying IRB review and approval of the protocol. The human subject certification can be met by submission of the Contractor's self designated form, provided that it contains the information required by the Optional Form 310.

ARTICLE H. . HUMAN SUBJECTS

Research involving human subjects shall not be conducted under this contract until the protocol developed in Phase I has been approved by **(INSERT ICD)**, written notice of such approval has been provided by the Contracting Officer, and the Contractor has provided to the Contracting Officer a properly completed Optional Form 310 certifying IRB review and approval of the protocol. The human subject certification can be met by submission of the Contractor's self designated form, provided that it contains the information required by the Optional Form 310.

ARTICLE H. . HUMAN MATERIAL

It is understood that the acquisition and supply of any and all human specimen material (including fetal material) used under this contract will be obtained by the Contractor in full compliance with applicable State and Local laws and the provisions of the Uniform Anatomical Gift Act in the United States and that no undue inducements, monetary or otherwise, will be offered to any person to influence their donation of human material

ARTICLE H. . NOTICE TO OFFERORS OF REQUIREMENT FOR ADEQUATE ASSURANCE OF PROTECTION OF HUMAN SUBJECTS (PHS253.280-1)

Prospective contractors being considered for award will be required to give acceptable assurance that the project described herein will be subject to initial and continuing review by an appropriate institutional committee. This review shall assure that the rights and welfare of the individuals involved are adequately protected, that the risks to an individual are out-weighted by the potential benefits to him/her or by the importance of the knowledge to be gained, and that informed consent will be obtained by methods that are adequate and appropriate.

ARTICLE H. . PRIVACY ACT

This procurement action requires the Contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 USC 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

The Privacy Act System of Records applicable to this project is Number _____. This document is incorporated into this contract as Attachment ____.

ARTICLE H. . CONTINUED BAN ON FUNDING OF HUMAN EMBRYO RESEARCH

Section 513 of the Fiscal Year 1998 Appropriations Act (P.L. 105-78) prohibits NIH from using appropriated funds to support human embryo research. Contract funds may not be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.208(a)(2) and Section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). The term "human embryo or embryos" include any organism, not protected as a human subject under 45 CFR 46 as of the date of the Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

Additionally, in accordance with a March 4, 1997 Presidential Memorandum, Federal funds may not be used for cloning of human beings.

Public Law and Section No.	Fiscal Year	Period Covered
[applicable information to be included at award]		

****** (Note: For FY-00 Public Law and Section No. are P.L. 106-113 Section 510) ******

ARTICLE H. . NEEDLE EXCHANGE

- a. Pursuant to Public Law(s) cited in paragraph b., below, contract funds shall not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

- b. **Public Law and Section No.** **Fiscal Year** **Period Covered**
[applicable information to be included at award]

**** (Note: For FY-00 Public Law and Section No. are P.L. 106-113 Section 505) ****

**ARTICLE H. . LIMITATION ON USE OF FUNDS FOR PROMOTION OF
LEGALIZATION OF CONTROLLED SUBSTANCES**

- a. Pursuant to Public Law(s) cited in paragraph b., below, contract funds shall not be used to support activities that promote the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established by section 202 of the Controlled Substances Act (21 U.S.C. 812). This limitation shall not apply when the contractor makes known to the contracting officer that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

- b. **Public Law and Section No.** **Fiscal Year** **Period Covered**
[applicable information to be included at award]

**** (Note: FY-00 Public Law and Section No. are P.L. 106-113, Section 511(a)) ****

ARTICLE H. .OMB CLEARANCE

In accordance with HHSAR 352.270-7, Paperwork Reduction Act, the Contractor shall not proceed with surveys or interviews until such time as Office of Management and Budget (OMB) Clearance for conducting interviews has been obtained by the Project Officer and the Contracting Officer has issued written approval to proceed.

ARTICLE H. . ANIMAL WELFARE ASSURANCE

The Contractor shall obtain, prior to the start of any work under this contract, an approved Animal Welfare Assurance from the Office of Protection from Research Risks (OPRR), Office of the Director, NIH, as required by Section I-43-30 of the Public Health Service Policy on Humane Care and Use of Laboratory Animals. The Contractor shall maintain such assurance for the duration of this contract, and any subcontractors performing work under this contract involving the use of animals shall also obtain and maintain an approved Animal Welfare Assurance

ARTICLE H. . CONFIDENTIALITY OF INFORMATION

The following information is covered by HHSAR 352.224-70, Confidentiality of Information (APRIL 1984):

ARTICLE H. . SALARY RATE LIMITATION LEGISLATION PROVISIONS

- a. Pursuant to Public Law(s) cited in paragraph b., below, no NIH Fiscal Year funds for the applicable fiscal year(s) and periods cited in paragraph b., below may be used to pay the direct salary of an individual through this contract at a rate in excess of applicable amount shown for the fiscal year and period covered. Direct salary is exclusive of overhead, fringe benefits and general and administrative expenses. The per year salary rate limit also applies to individuals proposed under subcontracts.

If this is a multi-year contract, it may be subject to unilateral modifications by the Government if an individual's salary rate exceeds any salary rate ceiling established in future DHHS appropriation acts.

- b. Public Law No. Fiscal Year Salary Limitation

[applicable information to be included at award]

** Currently this amount is \$ _____ and will remain at this level until such time as the Executive Level II is increased. See the following web site for Executive Level II rates of pay:*

ARTICLE H. . ANTI -LOBBYING

- a. Pursuant to Public Law(s) cited in paragraph c., below, contract funds shall not be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
- b. Contract funds shall not be used to pay salary or expenses of the contractor or any agent acting for the contractor, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

- c. **Public Law and Section No.** **Fiscal Year** **Period Covered**
[applicable information to be included at award]

******(Note: FY-00 PL & Section Nos. are P.L. 106-113, Section 503(a) & 503(b) for paragraphs a & b respectively)******

ARTICLE H. . PUBLICATION AND PUBLICITY

The contractor shall acknowledge the support of the National Institutes of Health whenever publicizing the work under this contract in any media by including an acknowledgment substantially as follows:

"This project has been funded in whole or in part with Federal funds from the National Cancer Institute, National Institutes of Health, under Contract No. _____.

ARTICLE H. . PRESS RELEASES

- a. Pursuant to Public Law(s) cited in paragraph b., below, the contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

- b. **Public Law and Section No.** **Fiscal Year** **Period Covered**
[applicable information to be included at award]

**** (Note: For FY-00 Public Law and Section No. are P.L. 106-113 Section 507) ****

ARTICLE H. . REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The e-mail address is **Htips@os.dhhs.gov** and the mailing address is:

Office of Inspector General
Department of Health and Human Services
TIPS HOTLINE
P.O. Box 23489
Washington, D.C. 20026

Information regarding procedural matters is contained in the NIH Manual Chapter 1754, which is available on (<http://www1.od.nih.gov/oma/oma.htm>)

ARTICLE H. . REIMBURSEMENT OF COSTS FOR INDEPENDENT RESEARCH AND DEVELOPMENT PROJECTS (Commercials Only)

The primary purpose of the Public Health Service (PHS) is to support and advance independent research within the scientific community. This support is provided in the form of contracts and grants totaling approximately 7 billion dollars annually. PHS has established effective, time tested and well recognized procedures for stimulating and supporting this independent research by selecting from multitudes of applications those research projects most worthy of support within the constraints of its appropriations. The reimbursement through the indirect cost mechanism of independent research and development costs not incidental to product improvement would circumvent this competitive process.

To ensure that all research and development projects receive similar and equal consideration, all organizations may compete for direct funding of independent research and development projects they consider worthy of support by submitting those projects to the appropriate Public Health Service grant office for review. Since these projects may be submitted for direct funding, the Contractor agrees that no costs for any independent research and development project, including all applicable indirect costs, will be claimed under this contract.

ARTICLE H. . OPTION PROVISION

Unless the Government exercises its option pursuant to the Option Clause set forth in ARTICLE I.3., the contract will consist only of (Phase I or Year I) of the Statement of Work as defined in Sections C and F of the contract. Pursuant to clause 52.217- _ set forth in ARTICLE I.3. of this contract, the Government may, by unilateral contract modification, require the Contractor to perform (Phases(s) or Year(s)) of the Statement of Work as also defined in Sections C and F of this contract. If the Government exercises this option, notice must be given at least 60 days prior to the expiration date of this contract, and the estimated cost [plus fixed fee] of the contract will be increased as set forth in Article B.

ARTICLE H. . SUBCONTRACTING PROVISIONS

a. Small Business Subcontracting Plan

- (1) The Small Business Subcontracting Plan, dated _____ is attached hereto and made a part of this contract.
- (2) The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-8, entitled "Utilization of Small Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages-Subcontracting Plan."

b. Subcontracting Reports

- (1) The Contractor shall submit the original and 1 copy of Subcontracting Report for Individual Contracts, SF-294 in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. Regardless of the effective date of this contract, the Report shall be submitted on the following dates for the entire life of this contract:

April 30th
October 30th

The Report shall be sent to the following address:

Contracting Officer
National Institute of Mental Health
Contracts Management Branch, ORM
6001 Executive Blvd., Rm. 6107, MSC 9603
Bethesda, MD 20892-9603

- (2) The Contractor shall submit 1 copy of Summary Subcontract Report, SF-295 in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. The Summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

October 30th

The first report shall be submitted after the first full year of this contract in addition to any fractional part of the year in which this contract became effective. This Report shall be mailed to the following address:

Office of Small and Disadvantaged Business Utilization
Department of Health and Human Services
Hubert H. Humphrey Bldg., Room 517-D
200 Independence Avenue, S.W.
Washington, D.C. 20201

- (3) The contractor shall also send an "Information Copy" of the SF-295 to the Cognizant Commercial Representative (CMR) at the address provided by the SBA. The Contractor should call SBA Headquarters in Washington, DC at (202) 205-6475 for the correct address if unknown.

ARTICLE H. . INFORMATION TECHNOLOGY SYSTEMS SECURITY SPECIFICATIONS

The Contractor agrees to comply with the Information Technology system security and/or privacy specifications set forth in the Statement of Work, the Computer Security Act of 1987

Office of Management and Budget (OMB) Circular A-130, Appendix III, "Security of Federal Automated Information Systems," and the DHHS Automated Information Systems Security Program Handbook (Release 2.0, dated May, 1994). The Contractor further agrees to include this provision in any subcontract awarded pursuant to this prime contract.

NOTE: OMB A-130 is accessible via website: <http://csrc.ncsl.nist.gov/secplcy/a130app3.txt>

DHHS Automated Information Systems Security Program Handbook is accessible via web site: <http://www.oir.nih.gov/policy/aissp.html>

ARTICLE H. . EPA ENERGY STAR REQUIREMENTS

In compliance with Executive Order 12845 (requiring Agencies to purchase energy efficient computer equipment) all microcomputers, including personal computers, monitors, and printers that are acquired using Government funds in performance of a contract shall be equipped with or meet the energy efficient low-power standby feature as defined by the EPA Energy Star program unless the equipment always meets EPA Energy Star efficiency levels. The microcomputer, as configured with all components, must be Energy Star compliant.

This low-power feature must already be activated when the computer equipment is delivered to the agency and be of equivalent functionality of similar power managed models. If the equipment will be used on a local area network, the vendor must provide equipment that is fully compatible with the network environment. In addition, the equipment will run commercial off-the-shelf software both before and after recovery from its energy conservation mode.

ARTICLE H. . EVALUATION PROJECTS

All publications including reports, compilations of data, articles and the like resulting from this contract shall contain the statement below. It shall be located on the cover, inside cover, or title page.

This project (INSERT NIH EVALUATION PROJECT NUMBER AND CONTRACT NUMBER) received support from the evaluation set-aside Section 513, Public Health Service Act.

ARTICLE H. . TASK ORDER/DELIVERY ORDER CONTRACT OMBUDSMAN

In accordance with FAR 16.505(b)(4), the following individual has been designated as the NIH Ombudsman for task order and delivery order contracts.

[To be designated at time of award]

ARTICLE H. . EPA ENERGY STAR REQUIREMENTS

In compliance with Executive Order 12845 (requiring Agencies to purchase energy efficient computer equipment) all microcomputers, including personal computers, monitors, and printers that are acquired using Government funds in performance of a contract shall be equipped with or meet the energy efficient low-power standby feature as defined by the EPA Energy Star program unless the equipment always meets EPA Energy Star efficiency levels. The microcomputer, as configured with all components, must be Energy Star compliant.

This low-power feature must already be activated when the computer equipment is delivered to the agency and be of equivalent functionality of similar power managed models. If the equipment will be used on a local area network, the vendor must provide equipment that is fully compatible with the network environment. In addition, the equipment will run commercial off-the-shelf software both before and after recovery from its energy conservation mode.

ARTICLE H. . YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, Information Technology acquired under this contract must be Year 2000 compliant as set forth in the following clause(s):

1. Service Involving the Use of Information Technology

YEAR 2000 COMPLIANCE--SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY

The Contractor agrees that each item of hardware, software, and firmware used under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

(End of Clause)

2. Noncommercial Supply Items Warranty

YEAR 2000 WARRANTY--NONCOMMERCIAL SUPPLY ITEMS

The contractor warrants that each noncommercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the item documentation provided by the contractor, provided that all listed or unlisted items (e.g., hardware, software and firmware) used in combination with such listed item properly exchange date data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those

listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose noncompliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 COMPLIANT ITEMS:

(end of clause)

3. Commercial Supply Products Warranty

YEAR 2000 WARRANTY--COMMERCIAL SUPPLY ITEMS

The contractor warrants that each hardware, software and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 COMPLIANT ITEMS:

(end of clause)